THE OATH
IN
BABYLONIAN AND ASSYRIAN LITERATURE.

INAUGURAL-DISSERTATION

PRESENTED TO THE

PHILOSOPHICAL FACULTY, SECTION I

OF THE UNIVERSITY OF MUNICH

BY

REV. **SAMUEL ALFRED BROWNE MERCER**
CHICAGO, ILL.

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REFEREE:

Prof. Dr. Fritz Hommel.

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PREFACE.

THE science of religion, its history and philosophy, is being studied more to-day than ever before. Scholars, and people in general, want to know how our present religious notions arose. The scientific theory of evolution has been so widely applied that religion has not escaped its tests and we are beginning to realize that there is more religious evolution than was formerly thought. The religious beliefs, customs, hopes, and aspirations of different ages and peoples have not existed without evolutionary influence and we ought not to be surprised if we find ourselves able to trace many so-called Christian customs far back, through Hebrew customs, through the early history of Babylonian and Assyrian religious experience, even into the time before the beginnings of History itself.

It is, therefore, with the hope of being able to cast, if only the slightest ray of light upon that period in the development of religion represented by the Babylonians and Assyrians, that the following study has been made. And if the author has succeeded in only one small point he will feel himself repaid for his work.

How much of Babylonian and Assyrian religion is fundamental to all times may be partly seen in the universal idea underlying the religious ceremony of taking an oath, where the moral sense of truth is present in the invocation of a divine being to witness the truth of a statement. The idea so prominent in Babylonian and Assyrian times is essentially the

same to-day. And, hence, whatever elements of truth, whatever broken and scattered rays of light the old religion contained, will, according to the law of the survival of the fittest, be found active and influential in the more advanced and developed religions of modern civilization.

Babylonian and Assyrian literature abounds in religious material. It does so because religion was a vital part of the very existence of those people, whose gods were unquestioned realities. The natural method, therefore, of giving assurance to the truth of a statement was to refer the matter to the gods, calling upon them to bear witness to its truth. The gods were so inseparably a part of their life that such appeals occured very frequently. Thus, Babylonian and Assyrian literature is full of oaths. Again, if an oath was falsely taken, or when taken sinned against, the holiness of the gods was blasphemed and their anger kindled. The displeasure of the gods was naturally a curse, as the Babylonian and Assyrian depended upon his god at every step, without whose assistance every effort failed, and the sinner was defenceless against the attacks of evil spirits. But in the condition of being cursed the sinner was not hopelessly lost. Gods still existed and them he could supplicate, and they were ever ready and willing to help. What was then desired was reunion by pardon with the god, and the return to favour was in itself a benediction. So we can see how closely these three elements of Babylonian and Assyrian religion, oath, curse, and benediction, were knit together and interrelated.

In the following study I have tried to record every independent occurrence of an oath in all kinds of literature except in poetry where of course it is impossible to decide whether several references to an oath may not apply to the same actual oath. I have laid special stress upon the manner in which the oath was taken and the name of the deities invoked. The

discussion of the curse and benediction I must leave for a future study.

To my teachers in Oriental languages, H. E. W. Fosbroke, H. H. Haynes, C. H. Toy, G. F. Moore, and D. G. Lyon of America, and C. Bezold of Heidelberg, the latter of whom kindly assigned me this subject, I owe much and hereby beg to thank them. But especially am I indebted to my latest teacher Professor Dr. Fritz Hommel of Munich to whose suggestion are due several important points in this dissertation. To him I beg to render hearty thanks, not forgetting his colleague Professor Freiherr von Bissing, who, by calling my attention to the important book of Hirzel and some other works and by other thankworthy advice, has deeply obliged me.

Munich, June 1911.

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AJSL., American Journal of Semitic Languages and Literatures (Containing Hebraica), Chicago 1895 ff.

AO., Der alte Orient, herausgegeben von der Vorderasiatischen Gesellschaft, Leipzig 1903 ff.

ASKT., Akkadische und Sumerische Keilschrifttexte von P. Haupt, Leipzig 1881—1882.

AV., Alphabetisches Verzeichnis, von J. N. Strassmaier, Leipzig 1886.

BA., Beiträge zur Assyriologie und vergleichenden semitischen Sprachwissenschaft, herausg. von F. Delitzsch und P. Haupt, Leipzig 1889 ff.

BAP. or APR., Beiträge zum Altbabylonischen Privatrecht, von B. Meissner (Assyriologische Bibliothek, Bd. XI, herausg. von F. Delitzsch und P. Haupt), Leipzig 1893.

BE., Babylonian Expedition of the University of Pennsylvania, Series A and D., Philadelphia 1893 ff.

Br. M., British Museum.

Brün., R. E. Brünnow, A Classified List, Leyden 1889.

Bu., Budge (British Museum).

CT., Cuneiform Texts in the British Museum.

DT., Daily Telegraph.

FH., Prof. Dr. Fritz Hommel (some annotations in square brackets).

IOM., Imperial Ottoman Museum.

JAOS., Journal of the American Oriental Society, 1844 ff.

K., Kujundschik (British Museum).

KAT.^{3}, Die Keilinschriften und das Alte Testament, von E. Schrader, 3. Aufl., neu bearbeitet von H. Zimmern und H. Winckler, Berlin 1903.

KB., Keilinschriftliche Bibliothek, herausg. von E. Schrader, Bd. I—VI^1, Berlin 1889 ff.

K. u. U. or KU., J. Kohler und A. Ungnad, Hammurabi's Gesetz, Bd. III—V, Leipzig 1909—1911.

LSS. Leipziger Semitistische Studien, herausg. von A. Fischer und H. Zimmern, Leipzig 1904 ff.

MVAG., Mitteilungen der Vorderasiatischen Gesellschaft, Berlin 1896 ff.

Myhr., Sumerian Administrative Documents by D. W. Myhrman, Philadelphia 1910 (BE. Series A, Vol. III, Part 1).

NE., Das babylonische Nimrodepos, von P. Haupt, Leipzig 1884 und 1891.

OLZ., Orientalistische Litteratur-Zeitung, herausg. von F. E. Peiser, Berlin 1898 ff.

PSBA., Proceedings of the Society of Biblical Archaeology.

R., The Cuneiform Inscriptions of W. Asia, Vols I—V, by Major General Sir H. C. Rawlinson. Vols I—III, First Edition; Vols IV—V, Second Edition.

RA., Revue d'Assyriologie et d'Archéologie Orientale, par M. J. Oppert et M. E. Ledrain, Paris 1884 ff.

Rm., Rassam (Kujundschik).

Str. or Stras., J. N. Strassmaier, Babylonische Texte, 1—12, Leipzig 1889 ff.

Š., Beiträge zur Kenntnis der Babyl. Religion, I, Šurpu (Assyr. Bibl. XII, 1), Leipzig 1896.

TA., Tell-el-Amarna Tablets.

ZA., Zeitschrift für Assyriologie, herausg. von C. Bezold, Leipzig 1886 ff.

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I. INTRODUCTION.

Oaths are found directly stated or indirectly referred to in nearly all classes of Babylonian and Assyrian literature. But the literature most fruitful for the study of the character of the Babylonian and Assyrian oath is that which contains legal and buisness contracts. Of tablets containing such contracts we have many ranging from the early days of Babylonian business life down to the Persian period. In this class of literature the oath is directly stated showing the occasion, place, time, and general circumstances under which it was sworn. The oath is directly stated also in many historical inscriptions. There, however, a curse or blessing has more often taken its place. There are also some laws which show under what circumstances a man could be called upon to take an oath. The oath is indirectly referred to and its existence taken for granted in literature of various classes, e. g. in religious literature of various kinds and in poetry. As will be seen from the following study, great attention was paid and much dependence was placed upon the value of an oath, and it is fairly certain that after the literature of these ancient peoples will have been more completely published and studied more material dealing with the oath will be acquired.

II. OATHS IN BABYLONIAN AND ASSYRIAN LITERATURE ARRANGED CHRONOLOGICALLY.

1. CONTRACTS.

The oldest tablets containing contracts and other business accounts, which we have, come from the second part of the so-called dynasty of Ur.[1]) On most of these tablets are recorded business accounts of various kinds which are not of the nature of contracts. With such we are not concerned. On some of them, however, are recorded contracts which contain oaths or statements which seem equivalent to oaths. The following are those works which while not devoted to contracts alone, yet contain, in transliteration and translation, many such: Ch. Virolleaud, Comptabilité Chaldéenne, Première et Seconde Partie, Poitiers, 1903; F. Pélagaud, Sá-tilla, textes juridiques de la seconde dynastie d'Our, Babyloniaca, Tome III, Fasc. 2, Paris 1909, p. 81 ff.;[2]) David W. Myhrmann, Sumerian Administrative Documents from the Second Dynasty of Ur, B. E., Series A, Vol. III Pt. 1, Phila. 1910 (especially nos 1—57); H. de Genouillac, textes juridiques de l'époque d'Ur, an article in RA. VIII (1911), 1—2, pp. 1 ff.; H. de Genouillac, Inventaire des Tablettes de Tello (Epoque d'Agadé et de l'époque d'Ur), Tome II, Paris 1910; Stephen Langdon, "Some Sumerian Contracts," ZA. XXV (1911), 1—2, Sprechsaal p. 205; G. A. Barton, Haverford Library Collection of Cuneiform Tablets or Documents from the temple Archives of Telloh, Pts. I—II, 1905—1909 (few of these by Barton can

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[1]) For the interesting mention of a place of judgment where oaths were sworn in the inscriptions of Gudea's time (c. 50 years before the first king of the dy. of Ur) see below p. 35.

[2]) Compare Ch. Virolleaud, Di-tilla, textes juridiques Chaldéens de la seconde dynastie d'Our, Poitiers 1903.

be called contracts). It may be noted, however, that while nos 220, 188, 47, und 334 contain no formal oath yet each one contains a witness, which, judging from other instances, would lead one to think that perhaps an oath was taken.

It has seemed expedient not to mention every contract which occurs in the above works, but rather to record those which have in any way a peculiarity in the oath formula, as many in this respect are identical. The order of the individual kings of this dynasty, e. g. Ur-Gur, Dungi, Bur-Sin, Gimil-Sin, Ibí-Sin,[1]) has not been strictly followed as it has seemed better to arrange the contracts according to the nature of the formulae which they contain. But for the sake of accuracy, I have in each case mentioned the king to whose reign the contract used belongs. This does not mean, of course, that that particular formula is found only in the reign of that particular king, for each of the different formulae occurs often and in different reigns.

The following are the different kinds of oath formulae which occur in contracts coming from the second part of the so-called dynasty of Ur:

1. An oath was taken in the temple of Nin-mar-ki *(E-d.-Nin-mar-ki-ka)* which is the same as *by* Ninmarki. RA. VIII, No. I.
2. By the name of the king without witnesses, e. g. Sá-tilla (F. Pélagaud, see above p. 2) No. XXI which is a marriage contract and seems to contain either two separate oaths or one which is the development of the other. The first oath is taken in the name of the king, *mu lugal,* without any witnesses thereto. The second

[1]) According to the new find of Prof. Hilprecht, viz. the chronological list of the kings of Ur and Nisin, these kings reigned: Ur-gur 18 years [2295—2278 B. C.], Dungi 58 y. [2277—2219], Bur-Sin 9 years [2218—2210], Gimil-Sin 7 y. [2209—2203] and Ibi-Sin 25 y. [2202—2178].

is taken in the name of the king, *mu lugal pad-da,* and as Pélagaud thinks also in the name of the goddess Ninmarki, but Ninmarki-ka is here a personal name.[1]) This contract belongs to the reign of Gimil-Sin.

3. By the name of the king with witnesses and before certain named persons. In this case before *Ur-Dumu-zi* judge of the king and another person, *igi Ur-^{d} Dumu-zi (d)-[d] a di-kud lugal-k [a?]-šú . . . . . i [gi(?)] [A]b(?)-gí . . . mulugal-bi [in-pa(d)] . . . gullu-enim-ma-bi-me.*[2]) Reign of Dungi. Comp. also ZA. 25, p. 206 f., rev. 1. 5 (an instance from the time of Gimil-Sin).
4. By the name of the king with witnesses, e. g. Myhr. I (No. 1) contains the expression *mu lugal* which occurs so often in that form for the fuller one *mu lugal ni-na-pa(d)*[3]) (Myhr. III (No. 4) l. 4 ff.) that it seems to have acquired a technical use, and seems to be an indication that an oath was taken. This seems to be clear from the fact that here as well as in other cases witnesses appear. Reign of Gimil-Sin.
5. By the king with witnesses, e. g. Sá-tilla, No. XIV (RTC. 293). In this and other texts occurs, besides *mu-lugal,* the expression *nam-erim-a-an* which means literally "an oath there is" (the name of the swearer coming before). Reign of Gimil-Sin.
6. An oath without invoking anyone, and without witnesses, e. g. Sá-tilla No. XVI (RTC. 295), *nam-erim-bi in-tar,*[4]) "his oath he has taken". Reign of Gimil-Sin.

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[1]) The sentence runs: *Mu^{d}. Nin-mar(ki)-ka-ge mu lugal pad-da dúg-ga-na ba-ni-gin-na-šú.* The *mu* here stands before a personal name, not the name of a goddess. Notice *šu* at the end which confirms that.

[2]) D. W. Myhrman VII (No. 14).

[3]) For variants of this formula see Huber, Hilprecht Anniv. Vol. p. 209. That *mu-lugal* is a mere abbreviation see below p. 5, N. 2.

[4]) *Tar* is a better rendering than *kud*, comp. *tar-ru-da*, shortened to *tar-da*.

7. An oath without invoking anyone, but in the presence of witnesses e. g. Sá-tilla No. I (RTC. 294). Reign of Dungi.
8. No formal oath is recorded, e. g. Myhr. VIII (15) is the purchase of a slave. The money for the purchase is brought before two officials (the *mu*-official of *é dub*, and the *uš-ku [or kalû]* priest), and the contract is witnessed. This form seems to have taken the place of the oath. Reign of Bur-Sin.

We have seen in our study of the contracts belonging to the second dynasty of Ur that in some cases a contract is merely sworn to in the name of the king or in the name of the deity and king. In other cases only witnesses[1]) are named which seem to take the place of the oath. Sometimes a contract is witnessed before several persons whose names are then given. It often occurs that instead of the formal oath or even witnesses, a contract is merely sealed, and this sealing seems to answer for the oath and the witnessing thereto (many examples may be seen in Inventaire des Tablettes de Tello by Genouillac, Tome II, Paris 1910). Yet a contract was often sworn to and, in addition, sealed. The same contract, also, may contain two oaths (e. g. Myhr. No. VI (13), Gullu-Utu swears twice, first, that he will make the required payment, and, secondly, he swears that in case he does not pay he will consent to the charge being increased). Often a mere abbreviation is made instead of the full oath formula.[2]) The most common formula is: *mu lugal-*

[1]) In Babylonia and Assyria witnesses may have formed a class. The *Šibutu* were probably old men who acted as witnesses as a profession. Cf. Jeremias, Moses und Ḫam. p. 29; Meissner, Beitr. z. altb. Privatrecht pp. 5ff. u. 95.

[2]) In this case the abbreviated formula *mu-lugal* is always followed by a direct assertion ending with *ni-in-dug* (so and so, he has said); that it stands for the fuller *mu-lugal ni-na-pad* is proved by Myhrm. III (see above, p. 4, section 4).

bi in-pad which stands either before or after the date, more often before. Whether there was much ritual in the taking of an oath in this period is hard to say. Huber says on page 210 of the already quoted article: "die Formel *mu lugal-bi in-na-šag-ga*, ('the name of his king was invoked for favour'), kommt in einer Urkunde vor, in der der Eid geleistet wurde *šú pa-te-si* 'in die Hände des Patesi'. Diese Angabe gibt uns eine sehr interessante Detailschilderung über die Ablegung der Eidesformel beim Hochzeitsvertrag, denn einen solchen stellt uns Text N. 983 vor." Often, however, there is absolutely no evidence of ritual. Sometimes the oath was contested, when a fresh law-suit must take place e. g. Sá-tilla XVI (RTC. 295).

By far the most of our early contracts come from the first dynasty of Babylon — sometimes called the Ḫammurabi dynasty after the name of its most illustrious king. These contracts have been carefully collected and arranged by J. Kohler and A. Ungnad in their work entitled Ḫammurabi's Gesetz Bd. III—V.[1]) This work I use as the basis of this part of my study. A few of the contracts fall outside the Ḫammurabi dynasty but we give them here as being a convenient place, and as they are contemporaneous. Besides the great work of Kohler and Ungnad, it may be well to refer to Thureau-Dangin's article in RA. VIII, Nos 1—2 where he has published, transliterated, and translated a series of contracts belonging to the reign of different kings of Kiš contemporaneous with Sumu-abum and Sumu-la-ēl of the Ḫammurabi dynasty.

As the names and order of the kings of this dynasty and the contemporaneous reigning princes are given in Kohler and Ungnad's book, I shall not repeat them here, neither shall I refer to them in the following synopsis of oath-formula which belongs to the time of the Ḫammurabi dynasty. The following

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[1]) Practically the whole of the work is that of Ungnad.

synopsis is brief, but on account of the great similarity between many of the numerous contracts of this period, it is perhaps the best way to render the subject intelligible. The oath-formulae, which is the most important part of these contracts for our study, are arranged according to the deities invoked:

Šamaš and the king.
Šamaš and Aia.
Šamaš, Aia, and the king.
Šamaš, Aia, Marduk, and the king.
Šamaš, Aia, Marduk, the king, and the city Sippar.
Šamaš, Aia, Marduk, Uraš, and the king.
Šamaš, Aia, Marduk, and the city Sippar.
Šamaš, Marduk, and the king.
Šamaš, Marduk, the king, and the city Sippar.
Šamaš, Marduk, the king, Anunitum, and the city Sippar.
Šamaš, the king, and the city Sippar.
Šamaš and the city Sippar.
Marduk and the king.
Marduk, the king, and Šamši-Adad (king of Assyria).
Marduk, the king, Anum-bêl-ṭabi (?) and his wife (?).
Uraš and the king.
Nannar (god of Ur), Šamaš, and the king.
Nannar, Šamaš, Marduk, and the king.
Nannar, Šamaš, Marduk, Lugal-Kimuna,[1]) and the king.
Nannar, Šamaš, Ninmarki, and the king (KU. 1194).
Nannar, Marduk, and the king.
Za-mal-mal (god of Kiš) and the king (e. g. KU. 726).
Za-mal-mal, Marduk, and the king (e. g. KU. 1092, 1153).

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[1]) Compare, for this god, Hommel in Krausz, Götternamen etc. p. 74 N. 2.

Numuš-da[1]) and the king (KU. 1151).

The king (sometimes specified).[2])

The following are the formulae which though not occurring in the contracts of the Ḫammurabi dynasty, yet are found in the contracts contemporaneous with that dynasty:

Šamaš, Aia, the city Sippar, and the king (KU. 776 Immerum).

Šamaš, Dagan, Iṭurmer, and the king (of Ḫana) (KU. 458 f.).

Šamaš, and the king (Immerum), Marduk and the king (of Ḫam. dynasty) (KU. 380).

Nannar and the king (RA. VIII p. 70).

Za-mal-mal and the king (of Kiš) (RA. VIII p. 72).

The king and Sin (RA. VIII p. 79).

The king (e. g. KU. 274, Rim-Sin).

The most usual form of the oath formula during the Ḫammurabi dynasty was: *mu . . . in-pa,* "the name of . . . he invoked" (or *in-pad-de-eš,* "they invoked"). The following are the other forms that are found:

1. *Mu . . . it-mu-u* (*itmû,* Semitic translation of *in-pad-de-eš*), e. g. KU. 266.
2. *Ni-iš*[3]) . . . *in-pa,* e. g. KU. 387.
3. *Ni-iš . . . it-mu-u,* e. g. KU. 370.
4. *Ni-iš . . . iz-ku-ur,* KU. 688.

[1]) Probably, god of Kasallu, east of the Tigris; cf. the date of Dungi, year 8, *ilu Nu-úb-muš-da Ka-sal-lu-ki.* Another possibility would be that Numušda was the deity of Šit-tab, also east of the Tigris (Hommel, Grundriss p. 501 f. and comp. obelisque of Maništusu D. 10, 11 with D. 15, 6).

[2]) In Nippur (see Poebel, BE. VI, 2) the formula was always only "the name of the king they invoked".

[3]) Semitic translation of *mu* (otherwise = *šumu,* name); see below p. 29. Cf. also the formula with which the different persons are permitted to take the oath, e. g. *a-na ni-iš i-lim i-di-nu,* "to the oath (literally, to the invocation of the god) the judges permitted her to come" KU. 688; *a-na ni-iš i-li-im . . . id-nu-ú* KU. 1194; or more especially KU. 697 *a-na ni-iš ili Aia id-di-nu-ú-ši* (to the oath by Aia).

In this connection those instances should be treated in which the formula *mu ilu . . . in-pad* does not occur, but in which the name of a deity or of different deities are introduced, like the names of witnesses, with *igi* = pân, "before". We have here two categories (all from the Ḫammurabi dynasty):

1. Without persons as witnesses, e. g. KU. 915, before Šamaš, M[ardu]k, *Nabium,* and Erûa (= Tašmit, certainly not Marduk as Ungnad transliterates. The sign seems to be EDIN = Erûa); KU. 917 (Nippur), before En-lil (sic), and Šamaš;[1]) KU. 1029, before Šamaš, Aia, and *Ma-mu.*
2. Followed by one or more witnesses, e. g. KU. 1130, before Sin, and one witness; KU. 578, before Šamaš, Aia, *Za(?)-ḳar(?), Ma-mu,* and two witnesses; KU. 589, before Šamaš, Aia, *Ma-[mu],* and two witnesses; KU. 661,[2]) before Šamaš, Aia, *Ma-ma,* and two witnesses; KU. 489, before Šamaš, Aia, En-ki (= Ea!), *Gi-bil* (sic, not Bilgi = *Gibil*), and six witnesses.

It is noteworthy that only here occurs *Ma-mu* the goddess of dreams and daughter of Šamaš (CT. XXIV, 31, 84), otherwise also written *Ma-sar-da,* and CT. XXIII, 18, 38 where she is coupled with Šamaš and ilu *Za-ḳar* (= *dimtu,* pillar); and that in the Gudea Cylinder A the goddess Išḫanna (= *Iš-ḫa-ra,* goddess of swearing) is the interpreter of dreams *(ma-mu).* The other deities are generally the same as in the fuller formulae, i. e. Šamaš, his wife Aia, Sin, Marduk. However, the following occur in addition: Nabium (son of Marduk!), Gibil (= Nusku), En-ki (father of Iš-ḫanna = Iš-ḫa-ra!).

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[1]) Ungnad transcribes En-zu (Sin) and Šamaš, but the sign seems rather to be *lil* than *zu;* besides one would expect in Nippur En-lil in the first place.

[2]) Ungnad has mistranslated this text. The original (KU. 661 = VS. VII, 27, VAT. 6381) has: *pan ilu Šamaš, pan ilu Aia, pan ilu Ma-mu, pan Be-el-ta-ni, pan Na-wi-ir-tum.*

There are certain peculiarities in the contracts of this dynasty which affect the nature of the oath contained therein and which ought to be referred to. Briefly they are:

1. In some of the contracts the place where the oath was taken is specified, e. g.
   a) KU. 686, etc. the oath was taken in the temple of Šamaš.[1]) This perhaps was the case oftener than we find it formally mentioned in the contracts.
   b) In KU. 696 it is stated that the contract was written at the "cleansing place" in the house of Šamaš. Perhaps also the oath was taken there.
   c) It seems from KU. 697 that the oath was taken at the gate of the temple of Šamaš. Compare also the "chief gate of Šamaš" in KU. 706.
   d) In KU. 716 the oath was taken by the emblem[2]) of Šamaš in the yard of the temple of Šamaš. Yard is questionable, *ki[-sa-a]l-li.*
   e) In KU. 797 also we have probably an allusion to the temple of Šamaš; compare the priestess of Šamaš, and the oath by the emblem of Sin and the *šaššaru* "saw" of Šamaš.
   f) In KU. 742 the oath was taken by the emblem of Šamaš which was perhaps at the Šamaš gate.
   g) In KU. 718 the oath was taken in the temple of Marduk (of course in Babel). For the gate of Marduk see below letter *n*.
   h) It seems from KU. 695 (Peek No. 13, Zabium) that the oath process was performed at the golden(?) emblem of Aia and at the emblem of Šamaš.

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[1]) In the contracts from Warka the temple is that of the sungod of Larsa, in all other contracts that of Sippar.

[2]) Sumerian *šu-nir*, Semitic *šurinnu*. The special emblem of Šamaš was *šaššaru* KU. 708. See also below p. 35.

i) It seems from KU 1194 that the oath was taken at the gate of the house of the goddess Ninmarki.

j) In KU. 708 the oath was taken at the *bašmu* (snake) of Eš-ḫar-ra, together with the *šaššaru* of Šamaš in the Gagum of Sippar.

k) In KU. 730 it was taken at the gate of the god Nun-gal (Rîbu).

l) It seems from KU. 734 that it was taken at the gate of Gagum, the latter being probably a kind of monastry in Sippar.[1])

m) In KU. 1055 (P. 49, Nippur) we have not only the common Nippur-formula, "they swore together by the king," but from ll. 29—33 it seems that the oath was taken in Nippur in the presence of a weapon-emblem of the god Ninib (son of Enlil), viz. the god *Ud-ba-nu-illa* (Compare KU. IV p. 65 note 2: Der schonungslose Sturm, Waffe und Symbol des Gottes Ninib).

n) The most important text in reference to the emblems before which the oath was sometimes taken is KU. 715. I therefore shall treat this more fully than usual. The possession of a garden is disputed, which dispute was taken before the judges at the gate of the goddess Nin-mar-ki[2]) (see above letter i). A second dispute was raised about the same garden, "thereupon they went to the judges; thereupon the judges lead them before the god(?) of the city and the witnesses. They went to the gate of Marduk"

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[1]) Compare the instructive instance KU. 708 where it is indicated that different emblems were brought to Gagum.

[2]) Evidently in Ur.

(to) the divine emblem of Nannar
„ „ ilu ḪU (divine-bird) of Nin-mar-ki
„ „ ilu MAR (divine-pick) of Marduk
„ „ weapon[1]) *(giš-ku)* of Abnum.[2])

The oath was then sworn by Nannar, Šamaš, Marduk (sic), and by king Ḫammurabi. Notice here the correspondence:

Nannar — Nannar
Ninmarki[3]) — Šamaš
Marduk — Marduk
Abnum — king (Ḫam.)

It is to be noticed that most of the above contracts referred to in a-n are really law-suits. It is also noteworthy that whenever an oath was taken in the temple of Šamaš, that god was the first invoked, and when in the temple of Marduk, then Marduk was the first invoked.

2. The oath in KU. 1069 seems to have been made simply "before the god".
3. In many contracts the contents, or that about which the oath is sworn, comes after the formula, e. g. KU. 374. As a rule it precedes the formula. Cf. above p. 5, No. 2.
4. In KU. 36 we have the oath in the form of a curse, "an enemy of Šamaš, Marduk, and Samu-la-ēl shall he be who changes the contents of this tablet". There are other examples (e. g. KU. 453), and it is to be noticed

[1]) For the use of stones in oath-ritual, and reference to Jupiter Lapis, and also for weapons in the same ritual, see Lasch, Der Eid, p. 41 ff., and 68 f.

[2]) Not only Meissner APR. p. 42 f., but also Schorr, Rechtsurkunden I, p. 170 f. misunderstood this passage. Ungnad (KU. 715) was the first to render it correctly, yet in the oath he has omitted Marduk.

[3]) Probably Nin-mar-ki, otherwise daughter of Išḫanna, was also the daughter of Šamaš (in this case Šamaš being the husband of Išḫanna).

that all such belong to the first reigns of the Ḥammurabi dynasty. Thus, as we shall also see later, an oath was often replaced by a formal curse pronounced provisionally upon the violater of a contract.[1])

5. KU. 34 is an example (for others see above p. 9) of those contracts which contain no directly expressed oath but which were ratified *before* divine beings, here Šamaš and his wife Aia, a device which seems to take the place of an oath. In fact, whenever a contract is ratified in this way there is no directly expressed oath.
6. KU. 708 contains no direct oath, but the witnesses went to the place where were the emblem of Šamaš, the *šaššaru* (saw) of Šamaš and the snake of Išḫara,[2]) to Gàgum (compare above p. 10, c, and note 2). They probably went there to take an oath.

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[1]) Note however that in the same time (Sumu-la-ēl) we find in quite the same connection (there follows a relative sentence) *niš* (oath) instead of *limun*; compare:

niš ilu Šamaš ilu Marduk u Sumu-la-ilu	*limun ilu Šamaš ilu Marduk u Samu-la-ilum* (sic)
ša avât duppim annim unakaru KU. 26.	*ša avât duppim anim unakaru* KU. 36.

which is perhaps in both cases to be translated either:

"Curse of Šamaš etc upon him who changes the contents of this tablet"

or, less probably:

"by Šamaš etc. (viz. they swore) that they would (not) change the contents of this tablet." (So Ungnad KU. 26, but KU. 36 "an enemy etc. is he who changes etc."); in this case *limun* (originally *la-yamân*?) would be a synonym of *nišu* oath.

In similar manner we have a curse instead of an oath in KU. 478 (Ammisaduga):

"The fear (*ḫattu*) of (the Elamite king) Kukka-našir be upon him"; also KU. 453 (*limun*).

[2]) She and her daughter Nin-mar-ki (see above p. 3, 7 and 11) seem to have been special oath-deities.

7. It is interesting to note that there is evidence of permission to take an oath being required, e. g. KU. 1194, *a-na ni-iš ili-im . . . . id-nu-ú-ma,* "they allowed him to swear by god"[2] (comp. above p. 8, note 3).
8. The legal and commercial classes and divisions to which the above documents belong are conveniently given in KU. which compare.

A short survey may now be made of the nature of the sworn contracts of the Ḫammurabi dynasty and its time. From this period we have a great many contracts, some of which contain no oath, and no indication that an oath was intended, but such are in the minority. Some have no oath but were drawn up before witnesses. Some have a guarantee instead of an oath (e. g. KU. 136, 141), and others have a thumb-nail mark instead of the seal which occurs on many. Again, some contracts contain no oath directly expressed, but are agreed to before gods as witnesses, e. g. before Šamaš, Aia, Ea, Mamu (see above p. 9). Sometimes the name of a god is given as the witness together with other witnesses. In a few cases no oath occurs in the contract, but it is agreed to in the house of some god, usually either that of Šamaš or Marduk. Often a malediction *(limun)* seems to take the peace of an oath. In the Nippurian Babylonian purchase documents treated by Poebel, the oath was taken by the name of the king, but no definite king is named (see above p. 11, let. m), and no allusion is made to the invocation of a god, but as Poebel remarks Ellil (= En-lil) of Nippur perhaps played the same part in oaths as did Šamaš in Sippar and Larsa, Marduk in Babylon, and Uraš in Dilbat.

A word here may be said, though in anticipation, of the classes or kinds of oaths (see p. 31 below) which are found in the contracts of the Ḫammurabi time. The majority of these oaths are *promissory*, very few being *assertive*. The promissory oath occurs abundantly in legal and buisness contracts of all

kinds; the assertive oath occurs in direct oaths more often in law-suits especially in inheritance and agreement disputes (e. g. KU. 713, 686); and now and than in cases of buying and exchange (e. g. KU. 930), of personal and family affairs in connection with release and emancipation (e. g. 1090 KU.), of division of property (e. g. KU. 803); in indirect oaths, i. e. oaths taken before witnesses among whom are divine beings, it occurs now and then in hiring and gift contracts (e. g. KU. 516, 489).

As to the particular gods invoked, Kohler and Ungnad Bd. III p. 223 f. well sums up the matter: "Die Eide werden geleistet vor allem bei dem Gott der babylonischen Könige, Šamaš, dem Hauptgott von Sippar, wo die Wiege des Königsgeschlechtes war. Dabei bleibt es bis in die Zeit des Sumulael: der Eid ist hier gewöhnlich ein Eid bei Šamaš und beim König. Von der Zeit an aber, wo die Könige ihre Residenz nach Babylon verlegt hatten, ging der Eid ausserdem auf den Namen des Hauptgottes Babylons, Marduks, in Urkunden aus Sippar wurde teilweise auch bei Aia, der Gemahlin des Šamaš, geschworen. Mitunter finden sich auch Eidesleistungen bloss bei Marduk und dem König, mitunter auch nur bei dem König. In Urkunden aus Warka (genauer Tell Ṣifr bei Warka) wird vor allem bei Šamaš, dem Sonnengott von Larsa, und Nannar, dem Mondgott von Ur, geschworen: in denen aus Dilbat spielt der Stadtgott Uraš die Hauptrolle." In general, it may be added that Šamaš and Marduk are the gods most frequently invoked, and the reigning king generally associated with them. The other deities invoked most generally are Aia, Uraš, and Nannar, in order of frequency. In the country of Ḫana (kings Ammibaïl and Išarlim) Dagan and Iṭurmer are often invoked in addition to Šamaš; in Nippur Enlil(?) or rather his son Nin-ib (see above p. 11, let. m); in Kiš Za-mal-mal; in Kasallu Nu-muš-da. For Mamu as oath-goddess see above p. 9, also

for Ea, Gibil, and Nabium. For Iš-ḫa-ra and Nin-mar-ki compare above p. 13 and note 2; for Lugal-ki-mu-na p. 7.

Some contracts of the KOHLER and UNGNAD collection come from the reigns of two kings of the Cassite dynasty, namely Burnaburiaš and Kurigalzu. The oath contained in them[1]) is sworn by En-lil, Ninib, Nusku, and the king. It is noteworthy that the gods sworn by in these oaths are quite different from those during the Ḫammurabi dynasty. En-lil of Nippur here naturally takes the place of Šamaš of Sippar and Larsa, of Marduk of Babylon, and of Uraš of Dilbat. KU. 139 contains no direct mention of an oath, but the contract is sealed before five witnesses and four especially named persons. It comes from the reign of Burnaburiaš.

Others also belonging to this dynasty have been collected by ALBERT T. CLAY in Vols. XIV—XV, Series A, of the BE. None of them with the exception of the above named contain a direct oath but many are documents which are sealed before witnesses, and others contain a thumb-nail mark, instead of the seal, with witnesses.

Thus we see that in the Cassite dynasty the custom of taking an oath in legal proceedings does not seem to be as common as in the Ḫammurabi and earlier times.[2]) The deities invoked were En-lil, Ninib, and Nusku.

Like the contracts published by CLAY, those published by PEISER in his "Urkunden aus der Zeit der *3ten bab. Dynastie*" contain no direct oath. It should, however, be noticed that many of these documents are either sealed, or contain a nail-mark, or both. P. 92 contains a blessing and a curse which perhaps we can consider a substitute for an oath. P. 114 con-

[1]) They are 433 and 434 from reign of Burnaburiaš, and 24 from that of Kurigalzu. They were first published by Clay in BE. XIV—XV (See above).

[2]) What future publications will show remains to be seen.

tains only a blessing. It seems that at this time the expression of the formal oath began to give way to the expression of a curse on those who in any way sinned against the agreement. This became very common. Hence, it may be, that when a blessing occurs in a document it has taken the place of the oath, promising blessings on those who would preserve the agreement. The discussion of documents which contain curses and blessings, though they seem to be in many cases a continuation of the oath, will be reserved for a separate treatment.

Now if we examine the Assyrian contracts we shall find that in the reign of Adad-Nirari III (Rammân-Nirari)[1] we have the expression *niš Ašur,* etc. As we shall see later *niš* = *mu* in Babylonian and probably denotes a calling on the name of the god in the sense of taking an oath. If this be so, the names of the deities invoked here are interesting. They are Ašur, Šamaš, [Aia?], Ištar, Rammân, Nergal, Ninib, and Ši-bi (= the seven-god). Notice the pre-eminence given to the Assyrian Ašur. Contracts from the reigns of the following Assyrian kings contain references to the substitution of the nail-mark for the sealing of a contract, or the invocation of a curse or blessing which are too indefinite to be treated as oath-formulae. From the reigns of Sargon, Sennacherib, Esarhaddon, Ašurbanipal we have many documents which are sealed before witnesses but which contain no direct oath, and, moreover, no gods are invoked, except in one document in the reign of Ašurbanipal, No. IX, KB. IV p. 142—143 l. 66 f. (= Rev. 33 f.) where the gods Ašur, Rammân, Be-ir (= Labir?), the Assyrian En-lil, (and) the Assyrian Ištar are invoked, and a blessing is added thereto. Also in the Babylonian documents of the Assyrian Empire (KB. IV, No. VIII, p. 158 ff.) no oath is mentioned, with the exception of one text (time of Šamaš-šum-ukin, brother

[1] KB. IV p. 99 ff.

of Ašurbanipal), published by PSBA. X (1888), . IV, wherep we read l. 44 *niš ili u šarri, niš ilu Marduk u Zarpanîtum izkurû* (written MU), 'the name of (his) god and of the king, the name of Marduk and Zarpanîtum they invoked'.

Many documents come from the time of the New Babylonian Empire, but few of them contain a formal oath. Most are signed and many are sealed in the presence of witnesses, and some contain a curse. A few contracts from the reign of Nebuchadrezzar II contain an oath. Most of them have been published by Strassmaier (see the selection in KB. IV, p. 176—258); and a few by Kohler and Peiser in 'Aus dem Babylonischen Rechtsleben'. Those containing oaths are:

Nbk. 116 l. 10 in which the people and the gods are invoked *(MU UN-pl. DINGIR pl. iz-za-kar).*

„ 345 „ Marduk and Šamaš are invoked

„ 103 l. 18 „ Bel (= Marduk) is invoked

„ 164 l. 37 „ Nabû and Marduk are invoked.

Br. M. 84, 2—11, 172 where Šamaš is invoked (but it is doubtful as to whose reign this contract belongs).

Marx in BA. IV p. 7, Strass. Liverpool 8, in which Nabû, Marduk, and the king are invoked.

Clay in BE. VIII, pt. 1, 7 (No. 25) where En-lil and Ninib are invoked (*ina En-lil u NINIB it-te-me* [*ki-i a-di-i a-di* "according to the agreement . ."]).

Clay 25 (No. 26) where Bel (= Marduk) and the king are invoked.

The prominent place in this dynasty is occupied by the three gods Marduk, Šamaš, and Nabû.

Many of the documents belonging to the time of the Persian kings have been treated in KB. IV; by Kohler u. Peiser in "Aus dem bab. Rechtsleben"; and some by Clay in BE. VIII pt. I. Most of them contain no direct or formal oath, but many

are witnessed and contain blessings and curses[1]) and are often sealed before witnesses. The following are the usual formulae found in those contracts which contain direct oaths[2]):

Bel (= Marduk), Nabu, and the king (this is the most frequent form)

Bel (= Marduk), Nabu, and by the oath of Darius the king (Dar. 260)

Bel (= Marduk) and Nabu

Bel (= Marduk) and the king

Nannar, Bel (= Marduk), Nabu, and the king

Marduk, Zarpanîtum, and the king

En-lil, NIN-LIL, NINIB, Nusku, and the king *(niš En-lil u NIN-[LIL ilâni] ali-šu-nu zak-ru, niš NINIB u Nusku [ra-bi-iš] šul-lum-šu-nu zak-ru, niš Ku-ra-aš šar matâti šar šarâni bêli-šu-nu zak-ru,* "by E. and N. the gods of their city they swore, by N. and Nu. the guardians of their peace they swore, by Cyrus king of countries, king of kings, their lord, they swore," Clay BE. VIII, pt. I, No. 58. No. 4 is similar)

King *(ina Ku-ra-as šar matâti it-te-me,* Clay BE. VIII, pt. I, 21 [No. 67])

Gods (Dar. 358 l. 5)

God (or Anu?) in (or with?) the great star (Dar. 468 l. 8 *MU DINGIR ina MUL [= kakkabu] GAL-ú [= rabû];* the great star seems to be Jupiter = Marduk.

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[1]) An instructive example for the identity of curse and oath which can often be noticed is seen by a comparison between Nbk. 164, 37 and Cyrus 277, 16 ff. (KB. IV, 278):

ana la enê niš Nabû etc iz-ku-ru "in order not to invalidate they swore by Nabû etc".

ša dabâbu annâ inû, Anu, Enlil u Amal (= *Ea*) *arrassu marruštu lîrur,* "whoever tries to make this suit invalid, may Anu etc. *curse* him with an evil curse".

[2]) Here, as in the preceding dynasty (see Clay BE. VIII pt. 1, 7 [No. 25] above p. 18), *ina* "by" often takes the place of the more usual *niš*, e. g. KB. IV p. 296—297 (time of Barzia).

A. T. Clay published in Vol. X, series A, BE a list of Business Documents of Murašû and Sons belonging to the reign of Darius II. Nos. 7 a (55) and 7 b (44) *šarra itti aḫameš uṣallû* (lit., "together they invoked the king") contain an oath by the king. No. 8 (9) contains one by the gods and the king, *ina ilâni u šarri it-te-mu-u.* Some contain no direct oath but were made in the presence of the judge and witnesses, and are sealed, and marked with the thumb-nail. I. L. Holt in his article "Tablets from the R. Campbell Thompson Collection in the Haskell Oriental Museum, Univ. of Chicago", AJSL. Vol. XXVII, No. 3, treats 24 of these tablets. In his article, RCT. 21 obv. l. 2 etc. an oath is taken by Bel (= Marduk), Nabu, and Darius the king introduced by *niš*, and the reverse of the same tablet l. 2 runs *ina Bel šarri it-te-me* where an oath introduced by *ina* is sworn by Bel (and) the king. VATh. 135 (Peiser, Bab. Verträge, p. 65) l. 10 contains an oath by (the name of) the king *ina [šum] šarri it-ti-mi* and is witnessed. Other documents belonging to this period have been studied but none of them contain direct oaths.

It may be well to note that in the Persian period Bel (= Marduk) and Nabû were the gods most frequently invoked.

2. TREATIES.

Under this heading I have not attempted to record all the many references, in the inscriptions, to oaths that were taken and observed or sinned against, such as those found, for example, in VR. I, 119; I, 132; VII, 85; VII, 93; VIII, 50[1]) for obvious reasons. Many may have in mind the same treaty and therefore refer to the same oath, and in some cases it might be uncertain as to whether the oath referred to occurred in a treaty or in a mere contract. Many of such references, however, will be used

[1]) All these references are to the Rassam Cylinder which deals with Aššurbanipal's reign.

later in illustrating points connected with the ritual of the oath. Here I shall record only those oaths which occur in treaties.

The earliest treaty which I have found was published some years ago by Thureau-Dangin in Les Inscriptions de Sumer et d'Accad, and in 1909 was again published by Thureau-Dangin and L. Heuzey in Restitution Matérielle de la Stèle des Vautours. E-an-na-tum king of Lagaš or Sirpulla (c. 2900 B. C.) made a treaty with the people of Gišḫu, E-an-na-tum swore to the people *(nam-e-na-ta-tar,* "by that which [šušgal] I swore to them"), and they swore to him *(nam-mu-na-tar-ra,*[1]) "they swore"). The oath is quite elaborate. The king invokes the *šuš-gal* ("net")[2]) of Enlil (Bel), of the goddess Ninḫarsag, of Enki (Ea), of Enzu (Sin), of Babbar (Šamaš), and of Ninki; and the people call upon the name *(zi ^{d} . .)* of the same deities. The oath was taken in the camp of the god Nin-gir-su *(a-ša [g]^{d} Nin-gir-zu-ka)* the son of En-lil.[3]) The same object by which the oath is sworn will slay the person who proves to be a perjurer.

The many curses and blessings which are found on the inscriptions of these early Babylonian rulers, while they may indicate the existence of oath taking, yet cannot be treated here.

The Tell-el-Amarna tablets[4]) which may be taken to represent the letter literature[5]) contain the following references to sworn treaties:

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[1]) The following are variations of this formula which are found in the same text: *nam-e-ta-tar-rá,* "by which they swore"; *nam-ni ma-ni-tar-rá,* "by whom they swore"; also the phrase occurs: *mu-pa(d)-da,* "whose name was pronounced".

[2]) Symbolically used. Compare Habb. 1[16] "Therefore he (the Chaldean) sacrifiseth unto his net, and burneth incense unto his siene".

[3]) It is noteworthy that if we admit that in the oath by En-lil his son Ningir-su is included, then the number of those invoked would be seven, the holy number of swearing.

[4]) J. A. Knudtzon, Die El-Amarna-Tafeln (Vorderas. Bib.), Leipzig, 1907 ff.

[5]) Compare Klauber, Assy. Beamtentum, p. 44—45, where he shows that there were many references to oaths in letters of the time of Sargon,

TA 29: Tušratta to Amenophis IV, No. 3, l. 122, *aḫi-i [a] it-ma-am-ma,* "my brother swore" (in treaty).

„ 67: Only part of the title remains, i. e. "to the king", l. 13, *e-te-pu-uš [m] a-mi-ta,* "he has made a sworn-treaty".

„ 148: Abimilki of Tyre to the king, No. 3, l. 36—37, *la-a it-te-ir ma-mi-ta,* "he has not kept the sworn-treaty".

„ 149: Abimilki of Tyre to the king, No. 4, l. 59—60, *ù amêlūt alu Ar-wa-da it-mu-ni, ù iš-ta-ni ma-mi-ta i-na be-ri-šu-nu,* "And the people of Arwada swore and repeated the oath-treaty with each other".

„ 164: Aziri to Dûdu, No. 2, l. 39, *ki-i-ia-am tum-ut-ta-mi* (read *tù-ut-ta-mi?*) "so shalt thou swear" (there is another reference in l. 32, but broken).

In an Assyrian inscription published by E. A. W. Budge and L. W. King in their "Annals of the kings of Assyria", Vol. I p. 69 ff. we find the following treaty which was sanctioned by an oath: twenty-three kings of Nairi assemble to wage war against Tiglath-Pileser I of Assyria in 1100 B. C. He attacked and utterly defeated them, but spared the lives of the kings. He caused them to be brought bound before Šamaš, and there he freed them, and caused them to take an oath *(ma-mi-it ilâni-ia . . . . u-tam-mi-šu-nu-ti,* "an oath by the great god I caused them to swear") that in future they would pay homage. The oath was then taken before the great gods of Tiglath-Pileser, and in the presence, and probably in the temple, of Šamaš. From the reign of Tukulti-Ninib II (889—884) of Assyria, we have an instance of a treaty which that monarch made with Am-me-ba-'li of Nairi. The oath was sworn by Tukulti-Ninib's

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e. g. Harper, Assy. u. Bab. Letters VI, 584, 9 ff., he transcribes as an oath or treaty *(adê)* taken by Ašur and the great gods *(ina pân Ašur u ilâni rabûti . . . iškununi).*

god Ašur *(ma-mit . . . u-tam-me-šu,* "the oath of . . . I caused him to swear").[1])

From the synchronistic history of Babylonia and Assyria we find a treaty between Karaindaš of Babylon and Ašurbelnišišu of Assyria who swear to each other to keep the treaty intact.[2])

There are no oaths found on the inscriptions of the New Babylonian kings, but many curses and blessings. The blessings later seem to occur much more frequently than in earlier times which seems to indicate a development, progressively, of oath into curse and later into blessing.

The inscriptions on the Rassam Cylinder[3]) to which I have referred on p. 20 contain several indications of treaties which were ratified by oaths. We learn, for instance, from Col. I l. 114—119 that the Egyptian and Ethiopian kings did not keep the oath *(ma-mit)* which they had sworn — undoubtedly in treaty — to Ašurbanipal by the great gods; and in l. 132 of the same column we learn that a similar oath was taken by the god Ašur. In Col. VII of the same inscription l. 85 it is inferred that the king of Arabia had made a treaty with Ašurbanipal by oath *(a-di-ia).* In line 93 of the same column is a similar reference. There is another reference in Col. VIII l. 45 *(a-di-í ni-iš)* and again in l. 67[4]) of the same column. Compare also Col. IX l. 72 where the Arabians, according to Ašurbanipal, are conscious of the fact that they did not keep their oath by Ašur made to Ašurbanipal, and so evil has come upon them. In column X l. 28 Ašurbanipal takes an oath by the gods of

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[1]) V. Scheil et J.-Et. Gautier, Annales de Tukulti-Ninip II, Roi d'Assyrie 889—884 p. 11, Paris, 1909.

[2]) KB. I p. 194—195 l. 4, *(ma-mi-tu . . . id-di-nù).*

[3]) KB. II p. 162 ff.

[4]) Here *ma-mit ilâni rabûti* is used in the same way and with the insame meaning as *a-di-í ni-iš ilâni rabûti (ú-ša-az-kir-šu)* in l. 45; only this latter the oath is spoken of as not only an oath but an *agreement,* while in l. 67 it is referred to only as an oath.

Bit-akit concerning the conquered Uaiti king of Arabia, and in l. 89 of the same column there is a reference to a broken treaty between Ašurbanipal and the Arabian king.

F. E. Peiser in MVAG. 1898, No. 6, II p. 14 ff., "Studien zur orientalischen Altertumskunde" has discussed several texts which seem to treat of international compacts. Rm. 2, No. 427 seems to deal with a treaty made between Marduk-nâdin-šum of Babylon (851 BC.) and Šamši-Rammân of Assyria, but there is no direct reference to an oath; rather it seems to contain a curse, which often took the place of an oath. The following text, 82, 5—22, 130, pp. 16 ff., seems to contain an oath[1]) concerning Ašurbanipal and his brother Šamaš-šum-ukîn. It ends with a curse calling upon the following gods, which were probably the gods invoked in the oath (the tablet in very much broken): Ašur, Marduk, Nabû, Šamaš, Sin, Ea, Rammân, Ninib, Nergal, Za-mal-mal, Alik-pâni (= Nergal), Zarpanîtum, Nanai (written *Na-na-a*), and Ištar. The following text, 80, 7—19, 46 (of uncertain date) also seems to contain a reference to a treaty made by oath, compare ll. 1 and 17 *(a-di)*.

3. LAWS.

The laws of Ḫammurabi[2]) furnish us with the best example we have of Babylonian legislation. In them, as would be expected, we have many indications of the taking of oaths. An oath was required on the following occasions:

1. Witnesses to disputed property were required to take an oath in the presence of the god § 9, *mu-du-zu-nu ma-ḫar i-lim i-ga-ab-bu*, "shall give their testimony in the presence of god".

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[1]) Seems to be an oath of vassalage made by the king Šamaš-šum-ukîn to his brother. It is noteworthy that in the text the oath was sworn in treaty (cf. Rev. l. 2, *ki-i a-ni-ni a-na a-di-i i[lâni]*), and then a curse was invoked.

[2]) Code of Ḫammurabi, by R. F. Harper, Second Edition, Chicago 1904.

2. To purge a captor in the case of slave re-escape; in the name of the god § 20, *ni-iš i-lim i-za-kar*, "in the name of god shall declare".
3. About the amount of loss in case of robbery; in the presence of the god, § 23, (hal-ga-am) *ma-ḫa-ar i-lim u-ba-ar*, "in the presence of god shall make a statement".
4. To purge a trader from the suspicion of fraud; in the name of the god § 103, *ni-iš i-lim i-za-kar.*
5. In the case of storage of grain; in the presence of the god § 120, *ma-ḫar i-lim (še' i-šu) u-ba-ar.*
6. In the case of a lost deposit; in the presence of the god § 126, *i-na ma-ḫar i-lim u-ba-ar-šu.*
7. To purge a wife suspected of adultery; in the name of the god, § 131, *ni-iš i-lim i-za-kar.*
8. To purge unintentional injury, § 206 and 207, only *i-tam-ma* "shall swear" (206); only *i-tam-ma* (207).
9. To purge the deceived brander of a slave. Here the actual words of the oath are given: *i-na i-du-u la u-gal-li-bu,* "I did not brand him knowingly" § 227, *gallabum .... i-tam-ma.*
10. In the case of loss in a wreck; in the presence of a god, § 240, *i-na ma-ḫar i-lim u-ba-ar.*
11. To purge the hirer of an ox that dies in his possession; before the god, § 249, *ni-iš i-lim i-za-kar.*
12. As to the correctness of accounts; in the presence of god and witnesses, § 106, *ina ma-ḫar i-lim u ši-bi (...u-ka-an)*; § 107 *ina ma-ḫar i-lim u ši-bi (...u-ka-an).*
13. To purge a shepherd suspected of negligence; before the god, § 266, *(rê'um) ma-ḫar ilim (u-ub-ba-am).*
14. In the case of money expended for a reclaimed slave; before the god, § 281 *i-na ma-ḫar i-lim i-ga-ab-bi*, "before god he shall declare."

It will be noticed that in these laws the god alone was to be invoked, but in the laws revealed in the contracts (see above), in almost all cases, the name of the king (as the earthly representative of the god) was added.

III. DISCUSSION OF TECHNICAL TERMS.

A. *Mamîtu.* *Nam-erim*[1]) which means "enmity" (or "hostile destiny") is a Sumerian idiogram which means in Assyrian *mamîtu,* see Brün., 2182, Delitzsch HWB, s. v. *nam-erim* and its translation *mamîtu* both have the following meanings:

a) *Ban, curse,* e. g. *ilu Šamaš aš-šum ma-mit . . . . arki-ia rak-su-ma,* "O Šamaš when the *ban* . . . is bound behind me";[2]) *ilu Nâru . . . . mamit ina maḫ-ri-šu,* "the god Nâru . . . the *curse* is before him"[3]).

b) *Oath,*[4]) e. g. above p. 4, No. 6.

c) *Treaty,* e. g. above p. 20ff.

It used to be customary among scholars to derive the word *mamîtu* from *'amū* to which *amâtu,* "word", belonged (see BA. I, 7; 15 n. 11; 378; 173 *'amī),* but *amâtu* had originally a *w* instead of *m.* It now seems established that it comes from *yama'* and denotes an oath, ban, or curse. (Compare the Syr. *'īma', yamī* to swear, and *mōmatha'* oath; also the Arabic *wama'a,* "to make a sign with the hand", below p. 38.)

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[1]) See for *nam-erim* the instances above p. 4. That *nam* here is not the prefix for forming abstract nouns, but = *šimtu,* destiny, is made probable by the phrase *nam-erim-bi-in-tar* (above p. 4, No. 6) in comparison with the well-known noun *nam-tar* destiny (lit. destiny-cutting).

[2]) Bezold's Catalogue p. 1436 (it is also in Gray, The Šamaš Religious Texts, pl. IV. Compare Del. HWB. p. 565).

[3]) IV R. 14 No. 2 obv. l. 23 f. (Interlinear Bilingual Fragments). Cf. below p 30 Note 3.

[4]) On the contrary, the Sumerian *sag-ba* which is also translated *mamît* never means *oath* but *ban.*

Mamîtu occurs as the name of a goddess,[1]) the consort of *Lugal-giš-a-tu-gab-liš* or *Bêl-ṣarbi* the god of the city of *Baṣ* (Hommel, Grundriss p. 345). The same *Mamîtu* was also regarded as the consort of Nergal (Compare Böllenrücher, Gebete an Nergal p. 20 No. III, 8; and Š. VIII l. 14).[2]) See also Hinke, A New Boundary Stone of Nebuchadrezzar I from Nippur, p. 225 (Scheil, Memoires VI, p. 9—10, Col. 6, 3). *ilu Lugal-giš-a-tu-gab-liš ilu Ma-'a-me-tum.* Scheil says: *Ma-'a-me-tum* is weakened from *Mawmêtu* or *Maymêtu.* She is mentioned with the *Anunnaki* as a goddess who sits in judgment on the dead and who decides death and life; this is evident from Dhorme's transliteration and translation in Choix de Textes Religieux Assyro-Bab. pp. 298—299 Épopée de Gilgamès X, 6, 37—38:

(ilu) Ma-am-me-tum ba-na-at šim-ti	Mamitou, qui crée la destinée
itti-šu-nu ši-ma-tu i-š(im-ma)	avec eux fixe les destins,
iš-tak-nu mu-ta u ba-la-ṭa.	Ils déterminent la mort et la vie.

It may be that here, as in other cases, the word *mamîtu* or the idea underlying it, has been personified (see for analogy St. Langdon's, Sumerian and Babylonian Psalms p. XIX where he shows that the "word" is personified. Compare also Reisner Ištar-Hymns, No. 56 obv. 69ff.; and Reisner, Marduk-Hymns No. 4; etc.). In the same manner was the Greek word for oath, ὅρκος,[3]) deified. Compare also *ilu Kittu,* Righteousness personified as the son of Šamaš, and also as a designation of Šamaš

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[1]) It is strange that this deity is never mentioned in the many oath formulae cited above p. 7 ff. Can it be that she is disguised under another name?

[2]) The reading of *d. Ma-mi-tu* in the article named "Seals from the Goucher Collection" by I. M. Price in AJSL. Vol. 26, No. 3, p. 170—171 would be a good corroboration inasmuch as Nergal precedes, but the reading *taš-me-tu* is also possible, and besides, the last sign *tu* seems uncertain.

[3]) See Hirzel, Der Eid, p. 142 ff.

himself. Also *ilu Mêšaru*. It is thus evident that *Mamîtu* is the personified goddess of the oath.[1])

In the time of Ḫammurabi we meet with a month called Mamîtum. Kohler and Ungnad, Bd. III, No. 545 (CT. VI 40a) l. 13—15 has *araḫ isin Rammān ud IV i-ru-ub, araḫ Ma-mi-tim i-ga-mar-ma uz-zi,* "in the month of the Rammân-feast, on the fourth day, he begins; in the month *Mamîtum* will he finish (his service) and go away". Now, the month of the god Rammân = the month of Schebat, the 11th month (see IV R. 33, left lower corner, transcribed by Hommel, Geschichte des alten Morgenlandes, p. 181). In this month his service begins and lasts a year (see the same tablet). His service will, therefore, end at the close of the preceding month which the contract calls *Mamîtu* and which must be the 10th month, Tebet, otherwise the month of Papsukal (see Hommel, Ges. d. a. M. p. 181). The month preceding Tebet is Kislev, the month of Nergal. Now, it is quite natural that the month of the god Nergal (Kislev, the 9th month) is followed by the month of his wife (= *Mamîtu*, see above p. 27). In fact, it is proved by these reasons that the 10th month, Tebet, was called *Mamîtu*.[2])

B. *Tamû*. *Kud-da* (Brün. 2182) is the Sumerian word[3]) for the Assyrian *tamû* which is very often found with *mamîtu* in the sense of taking an oath. Another idiogram is *ag-a* (V R. 20, No. I, rev. 10) which also means to "cut". But the

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[1]) Compare the treaty between Rameses II and the Hittites, where among the witnesses "The mistress (goddess) of the oath" is mentioned. Sayce, The Hittites, p. 37.

[2]) Compare Hommel, "Babylonian Calendar" (in Hasting's Dictionary of Religion and Ethics, Vol. III, p. 73—78) p. 74b: araḫ *Mamîti* (= Tebet[?] and festival of Rammân (= Shebat). From the above it is quite evident that the question mark is no more necessary.

[3]) Instead of *kud-da* perhaps *tarru-da* is better, comp. above p. 4, Note 4. The original meanning was to "cut", compare as analogy the Hebrew *karath* in connection with *berîth*.

common expression for *tamû* is the Sumerian word *pad, pad-da,* "name", or "call on", e. g. in an oath formula: *mu*[1]) *lugal-e in-pad,* "the name of the king was invoked". Is is to be noticed that *tamû* (a derivative from *amû)* is at the same time, since it never occurs as *tawû,* the best proof that *mamîtu* and *tamû* are etymologically related and are both to be distinguished from *amâtu* "word" (originally *awâtu*).[2])

C. *Niš.* The word *mu* is equivalent to the Assyrian *niš,* or *šum.* Now *niš* can very often be translated "oath". Brünnow gives this word under 2326 incorrectly as *niššu* instead of *nišu,* cf. AV. 6360. It comes from the verb *našû* and is similar to the Hebrew *nasa'* (Gesenius' Heb. u. Aram. Handwörterbuch p. 545b says: "vergl. ass. *niš* die gewöhnliche Schwurpartikel") which means to lift up (the hand), especially as a gesture of taking an oath. Compare Deut. 32[4] *(ki essa' 'el-šamayim yadhi),* and also Gen. 14[22]. Perhaps, originally at the taking of an oath only the lifting up of one finger was customary, while the lifting up of the hand meant, in general, to pray (therefore *šú-illa* = hymn). Compare, however, Maqlu VII l. 130b where the lifting up of the hand seems to be for an oath, *ni-iš ḳâtâ ma-mit,* "the lifting up of the hand for an oath".

The common particle for introducing an oath seems to have been *lû,* e. g. the following oath spoken by the goddess Ištar is thus introduced: *ilâni an-nu-ti lu-u ṣibir kišadi-ia a-a am-ši ûmi an-nu-ti lu-u aḫ-su-sa-am-ma,* "as true as I will not forget my necklace, so true will I remember this day" (Gilg. Epos. XI [Flood], 165f.); also *lu-u a-na-ku-ma,* "by my life"

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[1]) Semitic *šumu,* name, but in this formula always *nišu* (st. c. niš) as is proved by the oft-occurring phonetic writing *niš* or *ni-iš* (see passim above, and see below, let. C).

[2]) [Entfernt verwandt sind natürlich auch *'awā (awâtu)* und *'amā (mamîtu, tamû),* aber zunächst sind sie gewiss auseinander zu halten F. H.].

(King, Seven Tablets of Creation, Cuthean Legend Col. II l. 13 and l. 23).[1])

In other instances, however, *nîšu* has the meaning of "ban", e. g. IV R. 7 col. II, 2, 12, 22, 32 etc., where *ni-šu* is parallel to *ma-mit*, "ban". That *niš* and also *mamîtu* is often connected with such verbs as *tamû* (cf. V R. 29, 47 for *niš*, "oath"; and V R. 20, 9—10, e—f, for *mamîtu*, "oath") we have seen above (let. B).[2]) It is also used with *saḳâru*, with the genitive, e. g. *a-di-i ni-iš ilâni rabîti u-ša-as-ḳir-šu-ma*, "I caused him to swear by the great gods to the agreement" (V R. 8, 45, Ašurb. Rassam Cyl.). When used with *saḳâru* I, 1, it often changes with *šum* (name), e. g. V R. 1, 21 where instead of *šum ilâni* a variant reads *ni-iš ilâni*. It is also used with *zakâru* (see above p. 8). At a later period *ina* was sometimes substituted for *niš* (see above p. 19, note 2), or *ina libbi* sometimes took its place, e. g. *ina libbi Ašur Marduk - - - at-ta-ma* (IV R. 35, No. 1, l. 6—7, proclamation of an Assyrian king to the Babylonians; see also Del. HWB. p. 709 under *tamû*).[3])

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[1]) If Delitzsch and Muss-Arnolt be right in their conjecture that the particle *lû* is parallel to *niš*, then *niš* also is a particle of swearing. But note that the reference in mind, namely V R. 21 a—b l. 41 may be rendered differently, for if we compare l. 37 ff.: "*aḳ-rabu* = *zu-ka-ḳi-pu*, scorpion; *na-a-lu* = *ai-lu*, ram; *la-bu* = *ni-šu*, lion; *ûmu* = *ni-šu*, dragon; *lu-ú* = *ni-šu*, dragon (orig. lion); *bit-ra-mu* = *še-lib-bu-u*, a fox-like (animal)" with *lû*, ox (Hommel, Aufs. u. Abh. III, 1 p. 467 § 3 Note 3) it is not quite sure that *lû* in this place is the particle of swearing. It is perhaps like the other names in V R. 21, 37—44, the name of an animal.

[2]) In V R. 20, cited above, a lexicographical passage *nam-erim* = *ma-mi-tum; nam-erim-tar-da* = *mamîtam ta-mu-ú; nam-erim ag-a* = *m. ta-mu-ú; nam-erim búr-ra* = *m. pa-ša-ru* (to loose). It is also possible that here a ban instead of an oath is meant.

[3]) It is to be noticed that the solemn concluding formula of exorcism *niš šamê lu tamat, niš irṣiti lu tamat* (Sumerian not *mu* but *zi*) is rather a ban than an oath; therefore not *mu*. Compare also IV R. 7/8 (Š, 5/6), Col. I, 49 f. where this formula is preceded by *nam-erim* = *ma-mit*.

IV. GENERAL NATURE OF THE BABYLONIAN AND ASSYRIAN OATH.

The Babylonian and Assyrian oath was a solemn promise or declaration made under divine sanction or penalty and ratified by spoken word, action, or word and action. It was considered, as by modern people, a sufficient indication that the person in question was sincere in his promise or statement. The deity was invoked to strengthen that promise or statement, and to attest its truth, giving assurance of honest and serious intention.

Thus there are — and were in Babylonian and Assyrian literature — two general kinds of oaths: promissory and assertive.[1]) The most common in the literature under consideration is the oath of promise which is found chiefly in legal and buisness documents, and in treaties.[2]) Indeed it may be asserted that the fundamental idea in any oath is promissory. The very nature of the oath which deals with the fulfillment of a certain agreement or assurance points to a promise which depends upon the future for ratification. And yet there are some oaths that do not seem to come in this category. An assertion pertaining to a present truth may be strengthened by an oath as an assurance of truth without necessarily depending upon the future for ratification.[3]) When one swears that a statement *is* true, the oath can only be looked upon as a strengthened assertion. This occurs chiefly in legal matters where an oath is taken to ratify the truth of an assertion made in present time, or in pure assertion when one swears or calls upon god in ordinary life to testify to the truth of his statement.

Oaths were differentiated as to their binding value. A great oath or *ma-mit ilâni rabûti* indicated an oath of greater binding

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[1]) Compare Rudolf Hirzel, Der Eid, Leipzig 1902, p. 1 ff.; and above p. 14.

[2]) See many instances above pp. 3 ff., and 20 ff.

[3]) See above p. 14.

value; or an oath sworn by a great god such as Ašur king of the gods, *ma-mit Ašur šar ilâni*, was looked upon as more binding and hence more solemn.[1]) The binding force of an oath thus depended chiefly upon the power and reputation of the divine being invoked. Whether it depended upon the time or upon the place is more difficult to decide. An oath made in the temple and by the emblem of Šamaš, for example, may have made it more binding. It certainly seems that it would have been less effective had the person taking it been in any way unclean[2]) for it was a religious ceremony and uncleanness on such an occasion would weaken its effect if not entirely destroy it.

An oath when properly taken and kept should bring peace and should make all covenants and treaties inviolable, while if broken entailed punishment. In a general way, an oath if preserved resulted in a definite blessing which was often conditionally pronounced, but resulted in a definite curse which also was often conditionally pronounced upon him who might become a perjurer.[3]) Often very practical punishments were promised in the case of perjury. A very good example is thus noted by Kohler and Ungnad: "dass demjenigen, welcher das Versprechen und damit den Eid bricht, der Kopf mit heissem Asphalt asphaltiert wird, findet sich in zwei Urkunden, 458 und 459".[4])

Whether the Babylonian and Assyrian provided for the loosing[5]) of an oath is difficult to say. Occasions must have arisen wherein a man having sworn to observe a certain act,

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[1]) Compare Hirzel, Eid, p. 7 ff.

[2]) Compare KAT.[3] p. 612.

[3]) See above p. 12, 4.

[4]) Kohler u. Ungnad, Ham. Gesetz, Bd. III p. 223 A; also Bd. V p. 122.

[5]) In places where *pašâru* (V R. 20, No. 1, 11 e—f) is used a ban and not an oath seems to be referred to, comp. p. 30, note 2.

later found that his oath was unwise. There must have existed the desire to be free, at least, from the letter of the oath. In the case of an agreement with another man, if the agreement seemed unwise to both it is natural to suppose that mutual consent could annul the oath, but in a case where only one of the parties to the agreement felt the need of absolution from the oath, there might have existed some formal means of annuling it. In the marriage service of most Christian Churches in America an oath is sworn by both parties. Later, if both mutually agree to disregard the oath the contract terminates automatically. If only one seeks deliverance from the oath of contract, there exists a legal form whereby that can be accomplished. Whether such a provision — enabling one of the members to a contract to annul it and renounce his oath — existed among Babylonians and Assyrians[1]) is hard to say. At least there is, as for as I know, no place in Babylonian and Assyrian literature where such a promise is stated nor is there any evidence that such existed. Provision was made for the loosing of a ban which might have been the result of a curse, and the curse in turn the result of a violated oath. But whether we can say that a means existed of freeing one from an oath depends and will depend upon future investigation in Babylonian and Assyrian customs.

V. GENERAL RITUAL OF THE BABYLONIAN AND ASSYRIAN OATH.

The ritual for taking an oath lay partly in the spoken word and partly in physical acts. As a rule the method of taking an oath was quite definite and pains were taken to make it as conformable to order and dignity as possible. It was

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[1]) The Hebrews possessed such a right. Cf. any Commentary on Mk. 7[11–12].

essentially a religious institution and whenever possible it was taken not only in the presence of a judge but also in a temple and in the presence of a priest. In fact it seems that in the case of legal contracts whenever an oath was taken a priest's[1]) presence was necessary. It seems that in many cases the judge was a priest,[2]) and in some instances a woman acted as secretary, e. g. Ištar-ummî daughter of A-ab-ba-ṭab-bu-um (CT. VIII 28 b. l. 32 = KU. 689, Schorr, Altbab. Rechtsurkunden p. 28; in the reign of Sumu-la-ēl).[3]) This woman may have been a priestess.

The official was very careful to see that the document containing the sworn statement was carefully sealed, having the names of the witnesses and date inscribed, the latter in most cases being very carefully made by day, month, and year. The date was usually of some specific event, such as, the building of a canal, a battle, etc.[4]) A duplicate of the tablet was then made to guarantee the preservation of the record.

There were specific places where an oath could with most convenience and solmnity be taken. Just as we use the court-house or church, so the Babylonians and Assyrians went to the temple and there took their oaths. Such expressions as "before the god" when used in connection with oath-taking undoubtedly meant in the temple, the natural home of the gods.

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[1]) Ed. Cuq in his article "L'organization judiciaire de la Chaldée à l'époque de la 1re dy.", RA. VII, 2, p. 65 ff. seems to make it clear that the priest only was qualified to receive declarations made under oath, such declarations being made in the temple, while the civil judge pronounced the sentence.

[2]) Whether the judges were always chosen from the priesthood we cannot say for certain. Compare however, AO. VII, 1, p. 5 (Meissner, Aus dem altbabylonischen Recht.).

[3]) It is noteworthy that the participants in the contract are women.

[4]) See KU. Compare the date-lists in King's Letters and Inscriptions of Ḫam., Vol. III.

A very common place to take an oath was at the „gate" of the temple (compare above p. 10 f.).[1]) Sometimes a specific place in the temple seems to be intended as the location where an oath was taken — whether that place was designedly chosen is not clear. Such places were, e. g. the *šašaru*,[2]) the *bašmu*, etc. (see above p. 10 f.). The *Šurinnu*[3]) (see above p. 10) played a very prominent part in oath-ritual. The expression *ki-nam-erîm-šú*, "zur Stätte des Schwurs" occurs in Gudea, Statue B, col. 5 l. 8 (Thureau-Dangin) where it is expressly said that it concerns a law-suit (compare l. 7, *gullu di-tug*, "a man who had a law-suit". It probably points to the temple or perhaps some definite place in or before the temple, or perhaps, as in the time of Ḫammurabi, at the gate.

It was customary to take an oath on occasions of various kinds, e. g. in business and legal contracts of almost all con-

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[1]) Compare Neh. 3[6].

[2]) Schorr, Altb. Rechtsurkunden, p. 80—81 thinks *šašaru* was a kind of "Kataster" (official land-list); [Meissner correctly rendered it "saw", but thought that that meaning did not fit the instances under consideration. He forgot, however, that in the Cylinder-seals Šamaš really has a kind of saw in his hand F. H.].

[3]) *Šurinnu* (Sumerian *šunir*, Semitic *šurinnu*) is rendered by Muss-, Arnolt, in his Lexicon p. 1116, Col. 2, "Column", "Pillar" (See also Schorr, Altb. Rechtsurkunden p. 53—54 where he argues for the same meaning) but notes that Thureau-Dangin in ZA. 16, p. 357 (Le Cylindre A de Gu-de-a) rm. 7 translates it "emblème". Compare also E. Cuq, Essai sur l'organization judiciaire de la Chaldée, RA. VII, 2 p. 79 Note 1, where he says that Thureau-Dangin thinks that the *Šurinnu* was "un disque solaire, placé devant la statue du dieu, et non le pilier ou l'étendard comme on l'a cru jusq'ici". It seems to have been a portable emblem (or perhaps the receptacles of the emblems which were used in the oath ritual), perhaps of a god, in the temple. This seems clear from the passage II R. 26 No. 1 add. ⊕ 84, Col. 4, 32—34 which Muss-Arnolt quotes: *šunir = šurinnu; zag (u-suk)-an = ešrêtu* (temple); *zag-gar-ra = bîtât ilâni* (the houses of the gods). (Compare Delitzsch HWB p. 148 and 691). *Šurinnu*, therefore, seems to belong to the temple (ešîrtu). KU III p. 258 think that this emblem was fastened in the floor and during an oath-ceremony had to be pulled out.

ceivable natures, in international compacts, in religious ceremonies. At any time an oath could be taken providing the necessary persons where present.[1])

Witnesses were of two general classes: those who were present to bear witness, usually in contracts of a more or less business character; and, secondly, those who were called upon or invoked to witness. In other words; those *before* whom an oath was taken; and, secondly, those *by* whom it was taken. The former were people — women as well as men — interested in the contract, and could come from any calling in life. Their names were usually recorded. They played the same part as witnesses in a modern court.[2]) Their number in all periods varied. The latter were usually deities[3]) who were invoked in

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[1]) As we saw above p. 28f. there was a month in the time of Ḫammurabi which was named *Mamîtum*. It perhaps cannot be maintained that an oath taken in that particular month had more binding force than one taken at any other time, yet there was a tendency to divide time in reference to actions. For example, in Assyrian times we have an indication that certain days were preferred for oath-taking; compare Harper's Letters (transcribed by Klauber Assy. Beamtentum, p. 45 Note 4) IV 384, 8ff: *ûmu XX kam ûmu XII kam ûmu XXV kam ana šakâni ša adê ṭâba immat šarru bêli iqabbûni nušasbit liškunu*, "the 20th 22nd 25th are favourable for taking oaths; if the king, my lord, commands it, we will cause them to be sworn, and (thus) may they take the oaths".

[2]) In CT. VIII 15 c. l. 15 etc. (KU. 550) we find *pân ilu Šamaš ilat Aia*. From this and other similar instances (see above p. 10f.) it seems that even divine persons could act as witnesses *before* whom an oath could be taken. But it is more likely in these cases that *pan ilu Šamaš* etc. stands for the fuller formula: *mu Šamaš . . . itmû*. This latter is perhaps corroborated by the fact that whenever a divine person acts as a witness *before* whom, no formal oath is taken (see KU. 489, 1130, 1162, 1164 etc.). Thus, it seems that the presence of the deity among witnesses *before* whom is equivalent to a formal oath *by* whom, i. e. by the same deity or deities.

[3]) Very often the king or the city was invoked. In such cases it is the deified king or city, or the king or city as containing within itself the idea of deity, which was invoked. In this connection KU. 420 (see above p. 7) is interesting where an oath is sworn to, not only by Marduk and Sin-Mubaliṭ, but also by a certain Bêl-ṭâbi and his wife (*. . . niš d. Be-el-ṭa-*

a similar way as we invoke God to witness a statement. The most common were the *ilâni rabûti*, "great gods",[1]) or the "name"[2]) of the great gods *(šum ilâni rabûti)* which means the same thing. Very often the oath was made by calling on certain specified deities[3]) (see above p. 7 ff.). Almost any god or goddess or any number of divine beings could be invoked (see above p. 7 ff.).

In private life, in making an oath of a purely assertive or ejaculatory character probably no witnesses were required, and no deity invoked, but something worthy of consideration, either because of its relation to deity or because of its worth, was referred to in witness of the statement. The following are good instances of what is meant: "as true as I will not forget my *necklace*, so true will I remember this day" (see above p. 29); "who does not swear by her *might*".[4]) Here the *necklace*, and *might* are the things of worth referred to. In the first case it is the goddess Ištar who swears. But, as we know, the deities did what human beings were accustomed to do. Concerning the oath "by my life" (see above p. 29), King says (Vol. I p. 148—49) that the speaker is an old Babylonian king and

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bi u ḫi-ri-tim-šu itmû); Bêl-ṭâbi is probably an Assyrian king contemporaneous with Sin-Muballiṭ. Other scholars see in Ḫi-ri-tim(-ki?) the name of a place, in which case it would have been the residence of Bêl-ṭâbi.

In Egypt a similar oath was taken by the name of the Pharoah, e. g. a man swore "by Amon, by the prince whose spirits are dead, by Pharoah my lord". Cf. Spiegelberg, Studien und Materialien z. Rechtswesen des Pharaonenreiches pp. 70—77. For other examples see Breasted, Records, Vol. II § 318 (p. 132 f., here is a 15-fold oath); § 121 l. 10; § 422 l. 40.

[1]) Compare the Latin use: per deos immortales. Also Gen. 31[53].

[2]) The "name" is equivalent to the god. Cf. Is. 30[27] where the name of Jahweh is used for Jahweh himself.

[3]) Compare the Greek use: ναὶ μὰ Δία, by Zeus. Also I Sam. 14[39].

[4]) BAV. p. 592, K. 3477 l. 29 (MacMillan, Religious Texts), a poem dedicated to Ištar by Ašurbanipal; the above cited oaths *(la un-tiš-ša lu dan-nu-u-sa)* seem to have been spoken by an adorer of the goddess.

not Nergal.[1]) Perhaps such proper nouns as *šumma-ilu-la-ilu* ("if god is truly god") are stereotyped forms of common oaths.

To swear by the „net" of a god, *sa šuš-gal d. en-lil-lá nam-e-ta-kud-du,* was a common practice, at least, in treaties in early Babylonian times (see above p. 21 note 2).

Very often much more symbolic acts were performed in the taking of an oath than by merely calling on the deities. The almost universal custom of lifting up the hand in taking an oath[2]) seems to have also been a part of Babylonian and Assyrian ritual. Although *niš* with *ḳâtâ* means to lift up the hand in prayer, it also means, as we have seen above p. 29, to lift up the hand in taking an oath.[3]) This seems confirmed by the Arabic etymological correspondent of the root of *mamîtu*, i. e. *wama'a* = to make a sign to anyone *with the hand* (see above p. 26). Moreover, the right hand was probably the more usual if not the more correct. Compare the Arabic *yamîn* which means *oath* and also *right-hand.*[4])

The uplifted hand must be clean. This appears from Š III l. 44 (and other instances) *ma-mit ina niš ḳâtâ lâ miṣati niš ili zakâru,* "ban by swearing by god with *unwashed* uplifted

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[1]) Compare the Scandinavian oath by a bracelet; also the Christian oath by the Bible and the Mohammedan by the Koran. (The oath is really sworn by the sacredness of what the book contains, cf. Lane, Modern Egyptians.)

[2]) Compare Lasch, Der Eid p. 9, 31, 105f.

[3]) Compare ZA. II (1887) p. 99, Teloni im Sprechsaal.

[4]) Compare Gen. 14^{22}, Deut. 32^{40}, Rev. 10^{56}. Also ZA. XXV, 1—2, Sprechsaal p. 205, "Some Sumerian Contracts" by S. Langdon, where a contract belonging to the reign of Dungi of Ur, No. 5 RTC17 contains the following expression *dú-bi zag-gi bi-ag* which Langdon renders: "each of them thereto put his *right-hand.*" The expression seems to be used in place of a direct oath and may be another way of saying that they lifted up their *right-hand* in attestation of their oath.

hands". The ban is deserved because of the *unwashed* hands and *not* because they are lifted up.[1])

The well-known passage in Gen. 24[2], where an oath is taken by placing the hand under the thigh or on the forepart, is perhaps in part paralleled by the following passage from the Nimrod Epos (XI No. 70 l. 210): *il-pu-ut pu-ut-ni ma iz-za-az ina bi-ri-in-ni i-kar-ra-ban-na-ši,* "(he made my wife kneel down by my side) touched our foreside, walking in between and blessing us". Here we certainly have an instance of a benediction, but, as will be shown below, on account of the peculiar meaning of the phrase *il-pu-ut pu-ut-ni*, it is not at all certain that there is not an oath also involved in this passage. The word *il-pu-ut* is similar in meaning to *ṣabâtu* which means "touch" (in an oath), e. g. *ši-bu an-nu-tu-un šá ma-aḫ-ri-šú-nu E-ri-ib-ilu-Sin mâr Pî-šá-Uḫ-ki E-til-pî-ilu-Sin iṣ-ba-tu ma um-ma,* "these are the witnesses before whom Erib-Sin son of Pi-ša-Uḫ-ki touched (in oath) Etilpi-Sin saying"[2]) etc Let us now examine the word *pu-ut-ni.* Its idiogram is *sag, sag-ba,* or *sag-ki. Sag* = head; *ba* = *bar* = side; therefore *sag-ba* = head-side = front-side = *pûtu.* It is fem. of *pî*, "mouth" and actually means "front".[3]) Hence *il-pu-ut pu-ut-ni* may be translated: "he touched (in oath) our foreside (i. e. our privy parts)", i. e. "he swore to us".[4]) The following point corroborates this conclusion: in the common phrase *ištên pût šanî naši,* "one lifts the forepart of another," i. e. "one answers for another", *pût* denotes a *guarantee*, e. g. "I guarantee to my lord

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[1]) Compare as analogy IV R. 23 Col. I l. 15 (Interlinear Bilingual Fragments) *ḳa-ta-ai ellîti iḳ-ḳa-a ma-ḫar-ka,* "my *pure hands* make libation before thee".

[2]) CT. VI, 34b, l. 4—7a (KU. 83).

[3]) Compare Langdon, Psalms, p. 336, Note 10.

[4]) [Comp. for *pût-ni* our foreside = privy parts an analogous instance also below p. 41 *(shir* ZAG = emidtu, phallus) compared with ZAG = *pûtu* F.H.]

the king" *pu-u-tu šarri be-ili-ia na-ša-ku.*[1]) It seems that the person taking the oath smote his colleague on the foreside as a guarantee that he would not break his oath.[2])

In order to ratify an oath and make it as solemn and binding as possible, a custom prevailed among the Babylonians and Assyrians very similar to the Hebrew custom referred to in Gen. 15^{9}, ^{10}, ^{17}; Jer. 34^{18}. In both cases the ritual is that of a treaty-oath. In Genesis three animals are to be divided and the treaty is between Jahweh and Abraham; in Jeremiah one animal is to be divided and a treaty between Jahweh and his people is referred to. To this we have an interesting analogy in an Assyrian inscription of the time of Ašur-nirâri II (754—745 B. C.) where a treaty between Ašur-nirâri king of Assyria and Mati'ilu ruler of a district west of Ḫana occurs. A ram was taken from the herd and beheaded neither as an offering nor as a sacrifice, but to typify what would be the fate of the perjurer.[3]) The text is treated by Peiser, Studien zur altor. Altertumskunde, II (MVAG, 1898) p. 228ff. The following is a translation of Peiser[4]):

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[1]) Thompson, Astrol. No. 272 rv. 13. Compare for a similar instance OLZ 1907, März p. 143—144, Ungnad, Babylonische Miszellen.

[2]) For many other examples showing this use of *pûtu* (e. g. *maḫiṣ pûti* etc.) see MVAG 1905 p. 75—77 (Meissner, Assyriologische Studien III).

[3]) Compare the custom in Assuan: two men will lay hold of a dog or a fowl by head and feet, which is then chopped in two. This is done as an example of the fate of the perjurer. Compare also the remarkable seal found during the excavations of Memphis: the subject of the seal is that of "two men holding a kid and swearing over it. This is like the oath over the pig on the Samnite coins. One man has the Hittite spread-eagle behind him, the other has his king . . . . probably this is a king of Cappadocia in alliance with the last of the Hittites". (Petrie, The excavation of Memphis; American Records of the Past Vol. X pt. 1, p. 10.) [Memphis III Taf. XXXVI 39 Petrie's interpretation is however doubtful. v. Bissing.]

[4]) Compare also KAT ^{3}, 49 Anm. 1, and 597 and Anm. 5.

This ram *(LU-NIM = kirru)* is taken from the herd not as an offering,
Neither for the brave war-loving (Ištar), nor for the peace-maker (Ištar)
Neither on account of sickness, nor to kill *(ṭa-ba-ḫi)* for . . .
(But) in order that the oath taking *(a-di-e)* with Ašur-nirari, King of Ašur
Mati' ilu may make, is he brought forth.
If *Mati' ilu* (sins) against the oath *(a-di-e ta-mi-ti . . .)*
As this ram is brought forth from his herd
So that he may not return to his herd, [may no more] (be) at the head of his herd
So shall Mati' ilu, together with his sons, his daughters,
The people of his land, (be brought forth) from his land;
To his land he will not return, at the head of his people he will not (be).
This head is not the head of the ram —.
It is the head of Mati' ilu,
(It is) the head of his children, elders, people of his land;
If Mati' ilu sins against these oaths *(a-di-e an-nu-ti)*
As the head of this ram is cut off,
. . . . . his teeth in his mouth are laid
(So) the head of Mati' ilu will be cut off.
In . . . . . .
This *shir* ZAG[1]) is not the *shir* ZAG of the ram,
It is the *šir* ZAG of Mati' ilu, the *shir* ZAG of his sons, his elders
And of the people of his land.

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[1]) [see also II R. 44, 15 g in a list of parts of the body. Peiser translates „die Rechte“ (lit. the right side); but, since the determinative *shir* points to a special part of the body, *imittu* or rather *emidtu* = phallus is probably meant (as in the Gilgamos epos, KB. VI, p. 176/177, canto VI, l. 179 and 186, *i-mid-ti* of the bull) FH.]

VI. CONCLUSION.

The Babylonians and Assyrians were very careful to record on tablets oaths. We have thus preserved records of oaths representing all periods of Babylonian and Assyrian life. The foregoing study will, I hope, serve to show us how common the gods were appealed to in the form of an oath, and also the essential characteristics of the oath as it existed among Babylonians and Assyrians. The taking of an oath was essentially a religious ceremony, being most commonly made in the presence of some representation of deity; it became more solemn and powerful if a god in person were called to witness; it involved especially the almost universal ritual of raising the hand; and it resulted in a curse on those who dared to take it unworthily, or break it. And not only will it show us this, but it will also help us demonstrate how personal was the relationship between the Babylonian and Assyrian and his god.[1])

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[1]) Compare as an example CT. VIII 28a (*K. u. U.* 688) where *Manûtum* swears by her own personal goddess Aia.

Lebenslauf.

Ich bin am 10. Mai 1880 als Sohn des Architekten Samuel Mercer und seiner Ehefrau Elizabeth (geb. Browne) zu Bristol geboren. 1890 trat ich in Bay Roberts Academie in Newfoundland ein, die ich bis 1896 besuchte. Von 1896 bis 1899 war ich in Bishop Feild College, St. John's (Newfoundland). Von 1900 bis 1904 studierte ich Theologie am theologischen Seminar in Nashotah, Wisconsin. Im Jahre 1905 ging ich an die Universität Wisconsin, um orientalische Sprachen zu studieren. Dann studierte ich an der Universität Harvard von 1905 bis 1908. Von 1908 bis 1910 besuchte ich die Universität Heidelberg, und im Sommersemester 1910 war ich Student der Münchener Universität, an welcher ich am 26. Juli 1910 das Rigorosum bestand.

Ich wurde zum Deacon der Anglican Church im Mai 1904 ordiniert, und zum Priest im Dezember desselben Jahres.

Neben dem Besuch mehrerer Seminarien und Übungen hörte ich Vorlesungen über orientalische Sprachen, Theologie, Philosophie und Kunstgeschichte bei folgenden Herren Professoren: Fosbroke und Webb in Nashotah; Haynes, Lyon, Moore und Toy in Harvard; Bezold, Windelband und Thode in Heidelberg; Hommel, von Hertling und Riehl in München. Den Herren Professoren Hommel und Bezold spreche ich auch an dieser Stelle meinen herzlichen Dank aus.